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Hearing Date: June 21, 2011 at 10:00 a.m. ET

Counsel for Defendant RSR Corporation

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	:	Chapter 11
	:	Case No. 05-04481 [RDD]
DELPHI CORPORATION, et al.,	:	Jointly Administered
Reorganized Debtors	:	
-----X		
	:	
DELPHI AUTOMOTIVE SYSTEMS,	:	
Plaintiff,	:	
	:	
v.	:	Adv. Pro. No. 07-02768 [RDD]
	:	
RSR CORPORATION,	:	
Defendant	:	
-----X		

**JOINDER OF RSR CORPORATION IN SUR-REPLIES IN
SUPPORT OF OPPOSITION TO REORGANIZED DEBTORS'
MOTION FOR LEAVE TO FILE AMENDED COMPLAINTS**

1. Defendant RSR Corporation (“RSR”) hereby concurs with and joins the following Sur-Replies to the *Reorganized Debtors’ Omnibus Reply in Further Support of Motions for Leave to File Amended Complaints* [case no. 05-44481, Docket No. 21096]:

a. Sur-Reply of Johnson Controls, Johnson Controls Battery Group, and Johnson Controls, Inc. in Further Opposition to Plaintiff's Motion for Leave to File a First Amended Complaint [case no. 05-44481, Docket No. 21312];

b. Methode Electronics, Inc.'s Sur-Reply in Support of its Objection to the Reorganized Debtors' Motion for Leave to File a First Amended Complaint [case no. 05-44481, Docket No. 21319];

c. Ex-Cell-O Machine Tools, Inc.'s Sur-Reply in Support of Response to Plaintiff's Motion for Leave to File a First Amended Complaint [case no. 05-44481, Docket No. 21321]; and

d. Sur-Reply of The Timken Company and The Timken Corporation in Further Opposition to Reorganized Debtors' Motion for Leave to File Amended Complaints [case no. 05-44481, Docket No. 21329].

2. Further, attached hereto as **Exhibit A** is a chart summarizing the specific arguments by RSR to which the Reorganized Debtors have failed to respond.

Dated: June 15, 2011

Respectfully Submitted,

/s/ David Ellerbe
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COUNSEL FOR DEFENDANT
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CERTIFICATE OF SERVICE

I hereby certify that on June 16, 2011, a true and correct copy of the foregoing pleading was served (a) by email upon all parties who receive notice in the above-captioned cases through the Court's ECF filing system and (b) by e-mail and first class mail, postage prepaid upon the following counsel for Delphi:

Cynthia J. Haffey
Butzel Long
Suite 100
150 West Jefferson Ave.
Detroit, MI 48226

/s/ David Ellerbe
David Ellerbe

EXHIBIT “A”

CASE NO. 07-2768

CAPTION: Delphi Automotive Systems, LLC v. RSR Corporation

DEFENDANT COUNSEL CONTACT: David Ellerbe, Neligan Foley LLP

Global Issue		Objection Raised	DPH Holdings Response
Twombly/Iqbal			
	Antecedent Debt		
	<ul style="list-style-type: none"> None alleged 		
	<ul style="list-style-type: none"> None alleged for certain transfers 	<p>Yes Plaintiff failed to allege any antecedent debt as to four transfers totaling \$10,746,097.46. "Purchase Order/Invoice Number/Antecedent Debt" column on Exhibit 1 to proposed Amended Complaint is completely blank.</p> <p>Some identified only by purchase order numbers, which may indicate that goods were ordered but is not evidence of an antecedent debt.</p>	<p>None</p> <p>Mere payment or existence of a general purchase agreement is evidence of antecedent debt.</p>
	<ul style="list-style-type: none"> Debt not owed by Plaintiff 	Yes. Plaintiff fails to allege or show that transfers were made on account of debt owed by DAS.	¶¶ 41-44
	<ul style="list-style-type: none"> Meaningless description 	Plaintiff fails to provide, and denies existence of, invoice numbers. Purchaser order or shipping	None

Global Issue		Objection Raised	DPH Holdings Response
		numbers are not recognizable. Plaintiff has failed to provide copies of documents or other information.	
	• Other Issues	Plaintiff failed to allege or show when alleged debts relevant to transfers arose or that the alleged debts arose prior to related transfers. Purchase orders only indicate placement of an order, not evidence of shipment or a debt.	More specificity not required. Mere payment or existence of a general purchase agreement is evidence of antecedent debt.
	Not more than Chapter 7	Two alleged transfers totaling \$3,900,000 were cash-in-advance deposits. See Joint Settlement Agreement, Stipulation and Agreed Order, docket #7909.	None
	Insolvency	Yes. Schedules rebut the presumption of insolvency because DAS assets on petition date exceeded liabilities.	No specific response. Relies only on statutory presumption of insolvency. Also, see ¶¶ 50-57.
		DAS parent, Delphi, was solvent (distributed dividend to shareholders).	None
		Delphi represented to Court and all parties that it would seek confirmation of 100% payment plan of reorganization.	None

Global Issue		Objection Raised	DPH Holdings Response
	Failure to plead that Plaintiff was obligor	Yes. Plaintiff fails to allege or show that transfers were made on account of debt owed by DAS.	¶¶ 41-44
Other Futility Arguments			
	Relationship Back for additional transfers raised in Amended Complaints	Proposed Amended Complaint asserts new claims totaling \$12,258,199.30. Relation back not permissible because, <i>inter alia</i> , original complaint did not put RSR on notice that additional transfers would be asserted later.	No response. Footnote 5 incorrectly contends that this issue “is not suited for resolution at the Hearing” on the Motion for Leave to File Amended Complaints.
	Transfers were cash in advance	Yes. Two alleged transfers totaling \$3,900,000 were cash-in-advance deposits. See Joint Settlement Agreement, Stipulation and Agreed Order, docket #7909.	None
Other			
	Judicial Estoppel	Debtors took inconsistent positions. Originally said would not prosecute avoidance actions other than against certain specific parties, then changed course.	None

Global Issue		Objection Raised	DPH Holdings Response
	Laches	RSR would be prejudiced by preference claim because it could have repaid preferential transfers and sold resulting § 502(h) claim for more than 100%; could have objected to extensions requested by Debtors or taken other protective or defensive actions if it had known of preference action; and could have sought dismissal of preference action on grounds that DAS was solvent and proposing 100% plan.	None